REGIONS INSURANCE INC

1465 E JOYCE BLVD #205 FAYATTEVILLE AR 72703

**EXHIBIT** 

1



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

IL 88 12 (Ed. 07 94)

## NOTICE TO POLICYHOLDERS AUDIT OF POLICY

Dear Insured:

Thank you for choosing the **GREAT AMERICAN INSURANCE GROUP** to fill your insurance needs. We are sending this notice to provide information regarding this policy and to assure you that we appreciate your business.

Your **GREAT AMERICAN** policy is auditable. Auditable means that all or part of your cost is an advance payment that is based on estimated exposures you and your agent provided to us. We need the actual amounts to determine the final price we should charge for your policy.

At the expiration of the coverage period of your policy, one of our audit professionals will contact you to confirm your actual business results.

The final audit for your insurance could result in no change, a refund or additional money due Great American.

Thanks again for doing business with us.

Sincerely,

Premium Audit Department Great American Insurance Group

cc: Agent

0115450 GREAT AMERICAN ALLIANCE INS CO



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

#### IMPORTANT NOTICE

#### TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may call Great American Insurance Group's toll-free telephone number for information or to make a complaint at:

1 (800) 221-7274

You may also write to Great American Insurance Group

Administrative Offices 301 E 4th Street Cincinnati, OH 45202-4201

You may contact the Missouri Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1 (573) 751-4126

You may contact the Missouri Department of Insurance:

301 West High St., 6 North Jefferson City, MO 65102 FAX# (573) 751-1165

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent, Great American Insurance or both your agent and Great American Insurance Group first. If the dispute is not resolved you may contact the Missouri Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

WC 99 99 12A (Ed. 08 97)

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY NOTICE TO POLICYHOLDER AVAILABILITY OF LOSS PREVENTION SERVICES

This notice is to inform you that you may request our assistance to meet your loss prevention needs. Great American Insurance Companies® provides its policyholders, free of charge, a broad range of loss prevention services. Our Loss Prevention staff can tailor services depending upon the type and size of business you operate.

Of course, loss prevention efforts are only successful with your active participation and support. Your cooperation with our Loss Prevention Safety Specialists will make your loss prevention program even more successful.

Great American's Loss Prevention Department is ready to help. A sample of the types of services available to you include:

- -- Survey of premises;
- -- Recommendations based on the survey;
- -- Safety training of supervisory personnel;
- -- Consultation on a wide variety of technical problems;
- -- Analysis of accident causes;
- -- Industrial Hygiene or Health services;
- -- Drug-Free Workplace Program;
- Ergonomics assessment;
- -- Violence Prevention Program;
- -- Slip-and-Fall Elimination Program; and/or
- -- Fleet Safety

If you would like additional information about Great American's Loss Prevention services, please call our toll-free hotline at

1-800-221-7274

Administrative Offices

GREATAMERICAN. **INSURANCE GROUP** 

301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

### NOTICE TO POLICYHOLDER WORKERS COMPENSATION INSURANCE ARKANSAS LOSS PREVENTION SERVICES

The undersigned companies are required to provide its policyholders with certain accident prevention services at no additional cost as required by Ark. Code Ann. Section 11-9-409(d) and AWCC Rule 32. If you would like more information, call Great American's loss control division at 1-800-221-7274. If you have any questions about this requirement, call the Health and Safety Division, Arkansas Workers' Compensation Commission at 1-800-622-4472.

> Great American Insurance Company Great American Alliance Insurance Company Great American Insurance Company of New York Great American Assurance Company

THIS FORM IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE.



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

# GREAT AMERICAN INSURANCE GROUP® PRIVACY NOTICE AND NOTICE OF INSURANCE INFORMATION PRACTICES

Great American Insurance Company
Great American Alliance Insurance Company
Great American Assurance Company
Great American Casualty Insurance Company
Great American Contemporary Insurance Company
Great American E & S Insurance Company
Great American Fidelity Insurance Company
Great American Insurance Company of New York
Great American Lloyd's Insurance Company
Great American Protection Insurance Company
Great American Security Insurance Company
Great American Spirit Insurance Company

American Empire Surplus Lines Insurance Company American Empire Insurance Company American Empire Underwriters, Inc.

Crop Managers Insurance Agency, Inc.
Dempsey & Siders Agency, Inc.
Great American Custom Insurance Services, Inc.
Great American Insurance Agency, Inc.

0115450 GREAT AMERICAN ALLIANCE INS CO

The members of Great American Insurance Group ("Great American," including those companies listed in this Notice) respect your right to privacy.

We want you to know about our procedures for protecting your privacy and your rights and responsibilities regarding nonpublic personal information (referred to as "data" in this notice) we receive about you. We want you to understand how we gather data about you and how we protect it. The terms of this Notice apply to those individuals who inquire about or obtain insurance from Great American primarily for personal, family or household purposes.

We will provide our customers with a copy of the most recent notice of our privacy policy at least annually and more often if we make any changes affecting their rights under our privacy policy. This Notice applies to current and former customers of Great American.

Great American does not share your data except as allowed by law. As a result, you do not need to take any action under this Notice. If we change our practices in the future, we will advise you. If applicable, we will allow you to "opt-out" of certain sharing.

#### 1. What kind of data is collected about you?

We get most of our data about you directly from you, such as your name, address, social security number, income level and certain other financial data. We collect data that you provide during the insurance application process and by other contact with you by mail and over the phone.

In some cases we may need additional data or may need to verify data you have given us. In those cases, we may obtain data from outside sources at our own expense. For instance, we may collect data from consumer reporting agencies such as credit worthiness and history or employment history. If you send a written request to the address below, we will inform you of the name and address of any agency we have used to prepare a report on you so that you can contact the agency.

Once you become our customer, we may collect data related to our experiences and transactions with you. This could include data such as insurance policy coverage, premiums and payment history, and any claims you make under your insurance policy. For example, we will retain data collected by a claims representative and police or fire reports.

We may also collect data about you from our affiliates regarding their transactions and experiences with you (such as your payment or claims history). We do not currently share other credit-related data, except as allowed or required by law.

Finally, we may collect data when you visit our website or when you email us. We do not sell this or any other data about you to anyone.

#### 2. What do we do with data about you?

Data about you will be kept in our records. We may disclose data to issue and service policies and settle claims. Generally, we will not disclose data about you to any outside group without your prior authorization. However, we may, as allowed by law, share data that we collect as set forth below.

We may disclose data to your insurance agent.

We may disclose data to persons who represent you, including your attorney or trustee.

We may disclose data to adjusters, appraisers, auditors, investigators and attorneys.

We may disclose data to those who need the data to perform a business, professional or insurance function for us.

We may disclose data to other insurance companies, agents or consumer reporting agencies, in connection with any insurance application, policy or claim involving you.

We may disclose data to medical providers to inform you of a medical condition of which you may not be aware and for claims payment purposes.

We may disclose data to others that conduct research, provided that no individual data may be identified in any research study report.

We may disclose data, other than health data, to others that perform marketing services on our behalf.

We may disclose data to our affiliated companies to market products to you and for other purposes. The law does not allow you to restrict this sharing.

We may disclose data to a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

We will only disclose your health data in the following ways:

as allowed or required by law;

with your written consent;

to underwrite or administer your policy, claim or account; or

in a manner as previously disclosed to you by us when we collect your health data.

When we disclose your data to third parties for certain purposes described above, we will require them to use your data only for its intended purpose.

#### 3. Who has access to your data?

The only people who have access to your data are those who need it to provide or support the provision of products or services to you. We use a system of passwords and other appropriate physical, electronic and procedural safeguards to protect against unauthorized access to your data. We have educated our employees about this Notice and the importance of customer privacy.

#### 4. How can you review recorded data about you?

You have the right to access and inspect most of the data that we collect about you. To access your data please send a written request to the address below stating that you would like to access your data. Either you or your personal representative must sign this request and provide a copy of your driver's license or other valid photo identification. You also have the right to request that we correct any data that you believe is incorrect. To amend your data, please send us a written request, at the address below, stating what data you believe needs correcting. Once again, either you or your personal representative must sign this request. If you submit a request to amend your data, we will investigate. If we agree, we will correct our records. Even if we do not correct the data, you have the right to file with us a written statement of dispute, which we will include, in any future disclosure of the data.

If you have any questions about our privacy policy, please write to us at:

#### GREAT AMERICAN INSURANCE COMPANY

301 E 4th Street
Cincinnati, Ohio 45202-4201
Attn: Compliance Office - Privacy



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

WC 99 99 02B (Ed. 07 97)

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

Great American is rewarding customers who create a drug-free workplace for its employees a 5% credit on their workers compensation premium. This premium credit is available in the following states: Connecticut, Illinois, Indiana, Maryland and Utah. To receive and maintain the credit, you must:

- Have a written substance abuse policy;
- Provide a copy of your policy to all employees;
- Perform the following types of drug tests, where legally allowed:
  - Post job-offer
  - Post accident
  - Reasonable cause
  - Random
  - Follow-up to Employee Assistance Program (if EAP provided)
- Follow Department of Health and Human Services (DHHS) guidelines on specimen collection;
- Use a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory; and
- Contract a Medical Review Office (MRO) for review of all laboratory confirmed positives (excluding pre-employment testing).

So that we can fairly administer the program, all companies receiving the five percent credit must provide us with a copy of their substance abuse policy and summary statistics from the laboratory and/or MRO detailing the types of tests conducted and the number of positive drug tests.

For additional information, contact your independent agent or call 1-800-523-DFWP.

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WC 99 99 09 (Ed. 09/12)

## MISSOURI LARGE DEDUCTIBLE PROGRAM DEDUCTIBLE NOTICE OF ELECTION

All deductible programs are categorized into either net or gross programs. State insurance department rules and regulations determine if the deductible programs offered in the state can be net programs, gross programs, or both net and gross programs. The Missouri statute assumes that the net program is used unless the employer exercises the option to choose a gross plan.

- Net Deductible Programs prescribe that losses net of the deductible reimbursement are used in the experience rating calculation.
- Gross Deductible Programs prescribe that the reported gross Incurred Indemnity and Incurred Medical amounts are to be used in the experience rating calculation. The Deductible Reimbursement (Amount) is not utilized in the experience rating calculation - the entire gross loss is used to calculate the experience rating modification.

Great American will report all Missouri policies under the Net Deductible program. If you choose to use the Gross deductible program to calculate your experience modification, please indicate below.

( ) Yes, I want the Gross Deductible Pro	ogram	
Signature and Title		Date
Employer Name (print or type)		Address
Insurance Company	Policy No.	Effective Date

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GREAT AMERICAN ALLIANCE INS CO



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

WC 99 99 95A (Ed. 07 04)

## POLICYHOLDER DISCLOSURE ILLINOIS INDUSTRIAL COMMISSION OPERATIONS FUND SURCHARGE

Your policy has been surcharged as a result of the Illinois Industrial Commission Operations Fund Surcharge effective July 1, 2004. The establishment of this Fund provides that every Insurance company, authorized or licensed by the Illinois Insurance Department and insuring employer's liabilities arising under the Workers' Compensation Act or the Workers' Occupational Disease Act, must remit a surcharge equal to 1.01% of the direct written premium for insuring employers' liability under the Workers' Compensation Act or Workers' Occupational Disease Act.

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GREATAMERICAN INSURANCE GROUP

Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

IL **72 68** (Ed. 09 09)

#### In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.

President

asso. L

Secretary

Eve Cutter Rosen.

Administrative Offices

WC 00 00 01A (Ed. 11/88)

GREA	TAMERICAN,	
	INSURANCE GROUP	

Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

Policy No. W.C. 11475560-01-00

	Renewal Of N <sub>1</sub> E <sub>1</sub> W <sub>1</sub> , , ,	
	INFORMATION PAGE  NCCI Company No.  1 14 10 12 18 GREAT AMERICAN ALLIANCE INSURANCE COMPANY  STANDARD WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	NJTIN:
1.	The Insured: GRISHAM FARM PRODUCTS, INC.	_
	Mailing Address: 7364 NEWKIRK ROAD	
	State & Zip: MOUNTAIN GROVE, MO	65711
	( ) Individual ( ) Partnership ( X ) Cor ( ) Other	poration
	Insured's I.D. Number: FEIN Number: 43-	1748185
	Other workplaces not shown above: SEE WC990603 SCHEDULE OF LOCATIONS	
2 .	Policy Period: From: 11/01/13 To: 11/01/14 12:01 A.M. Standard Time at the Insured's	mailing address
3 .	A. <b>Workers' Compensation Insurance</b> : Part One of the policy the Workers' Compensation Law of the states listed here AR, IL, MO	applies to
	B. <b>Employers' Liability Insurance:</b> Part Two of the policy in each state listed in Item 3.A. The limits of our lia Part Two are: Bodily Injury by Accident \$ 1,000,000 Bodily Injury by Disease \$ 1,000,000 Bodily Injury by Disease \$ 1,000,000	bility under each accident policy limit
	C. Other States Insurance: Part Three of the policy applies states, if any, listed here: ALL STATES EXCEPT ND, OH, STATES DESIGNATED IN ITEM 3A OF THE INFORMATION PAGE.	s to the WA, WY AND
	D. This policy includes these endorsements and schedules:  See Endorsement Schedule	
	TOTAL ESTIMATED ANNUAL COST \$ 311,123.	
	Agent: REGIONS INSURANCE INC FAYETTEVILLE AR 72703	Date of Issue KSR 11/18/13

CINCINNATI, OHIO

Issuing Office:

		Premium Basis	Rates	Prem
Classifications	Code No.	Estimated Total Annual Remuneration	Per \$100 of Remun- eration	Estim Ann Prem
SEE EXTENSION OF INFORMATION PAGE WC000001 ATTACHED.				311,
Premium for increased limits Par if applicable Total premium subject to the exp				
modification  Premium modified to reflect expended modification of Other premium charges  Total Estimated Standard Premium	rience			
Premium Discount, if applicable Expense Constant Charge Total Estimated Premium				

Total Estimated Premium

Total Estimated Annual Cost \$ 311,123.

If indicated below, interim adjustments of premium shall be made:

( X ) Annually ( ) Semi-Annually ( ) Quarterly ( ) Monthly Deposit Premium \$

Countersigned this day of , by Authorized Representative

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0115450

GREAT AMERICAN ALLIANCE INS CO

WC 99 06 19



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

(Ed. 08/85)

Insured GRISHAM FARM PRODUCTS	S, INC.	P o I	licy No. 1-47-55-60 - 00
Company GREAT AMERICAN ALLIANCE	Effective Date 11 / 01 / 13	Premium \$	Endorsement No.
Authorized REGIONS INSURA Representative FAYETTEVILLE			
Complete the above if policy when issued.	this endorsement is	not attached	d to the

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

WC990622 WC000000B WC00001 WC000414 WC000419 WC000421C WC000422A WC990624A WC990603 WC000308 WC000313 WC990690A WC990674 WC990695 WC030601A WC120306A WC120601D WC240406C WC240601B WC240602B WC240604 IL7268

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0115450 GREAT AMERICAN ALLIANCE INS CO



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

WC 99 06 22 (Ed. 11/85)

Insured GRISHAM FARM PRODUCTS,	INC.	I	icy No. 1-47-55-60 - 00
Company GREAT AMERICAN ALLIANCE	Effective Date 11 / 01 / 13	Premium \$	Endorsement No.
Authorized REGIONS INSURANG Representative FAYETTEVILLE			
Complete the above if the policy when issued.	is endorsement is	not attached	i to the

### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

WC	000000B	WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE
WC	000001	EXTENSION OF INFORMATION PAGE
WC	000414	CHANGE IN NOTIFICATION OF OWNERSHIP ENDORSEMENT
WC	000419	PREMIUM DUE DATE ENDORSEMENT
WC	000421C	CATASTROPHE PREMIUM ENDORSEMENT
WC	000422A	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT
WC	990624A	WORKERS COMP & EMPLOYERS LIABILITY CANCELLATION AMENDMENT
WC	990603	NAMED INSURED ENDORSEMENT
WC	990603	SCHEDULE OF LOCATIONS ENDORSEMENT
WC	000308	PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT
WC	000313	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC	990690A	LARGE DEDUCTIBLE PROGRAM ENDORSEMENT
WC	990695	LARGE DEDUCTIBLE PROGRAM MINIMUM AGGREGATE ENDORSEMENT
WC	030601A	AR CANCELLATION ENDORSEMENT
WC	990674	IL LARGE DEDUCTIBLE PROGRAM ENDORSEMENT
WC	120306A	IL WORK COMP AND EMPL LIAB INS POLICY EXCLUSION
WC	120601D	IL AMENDATORY ENDORSEMENT
WC	240406C	MO EMPLOYER PAID MEDICAL ENDORSEMENT
WC	240601B	MO CANCELLATION AND NONRENEWAL ENDORSEMENT
WC	240602B	MO PROPERTY-CASUALTY GUARANTY ASSOCIATION ENDORSEMENT
WC	240604	MO AMENDATORY ENDORSEMENT
۱L	7268	IN WITNESS CLAUSE

WC 00 00 01 (Ed. 04/84)

Insured GRISHAM FARM PRODUCTS, INC.					Policy No. WC 1-47-55-60-		
Company GREAT AMERICAN	ALLIANCE	Effective D		Premium \$		Endorsement	No.
	REGIONS INSURAN		703				
•	the above if twhen issued.	his endorseme	nt is r	not attac	hed to	t h e	

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY EXTENSION OF INFORMATION PAGE

#### Premium

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuner- ation	Estimated Annual Premium
ARKANSAS				
DRIVERS NOC WAIVER OF SUBROGATION INCREASED LIMITS EXPERIENCE MODIFICATION DEDUCTIBLE CREDIT TERRORISM CATASTROPHE	7380 0930 9812 9898 9862 9740 9741	82,905.	3.35 2.0% 1.1% 1.10 .5741 .01	2,777. 56. 31. 286. - 1,808. 8. 8.
ILLINOIS				=======
TRUCKING-LOCAL HAULING WAIVER OF SUBROGATION INCREASED LIMITS EXPERIENCE MODIFICATION DEDUCTIBLE CREDIT TERRORISM CATASTROPHE IL INDUSTRIAL COMMISSION EXPENSE CONSTANT	7228 0930 9812 9898 9862 9740 9741 0000 0900	65,000.	13.98 2.0% 1.4% 1.10 .5741 .05 .02 1.0%	9,087. 182. 130. 940. - 5,936. 33. 13. 48. 280. 
	Total Es	timated Annual	Premium \$	CONTINUED

WC 00 00 01 (Ed. 04/84)

Insured GRISHAM FARM PRODUCTS,		Policy No. WC 1-47-55-60- 00	
Company GREAT AMERICAN ALLIANCE	Effective Date 11 / 01 / 13	Premium \$	Endorsement N
Authorized REGIONS INSURAN Representative FAYETTEVILLE	CE INC AR 72703		
Complete the above if the policy when issued.	nis endorsement is	not attac	ched to the

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY EXTENSION OF INFORMATION PAGE

#### 4. Premium

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuner- ation	Estimated Annual Premium
GRAIN OR FEED MILLING RENDERING WORKS NOC & D TRUCKING-LONG DISTANCE DRIVERS NOC CLERICAL OFFICE EMPLOYEES NOC WAIVER OF SUBROGATION INCREASED LIMITS EXPERIENCE MODIFICATION DEDUCTIBLE CREDIT TERRORISM MO SECOND INJURY FUND MO ADMINISTRATIVE SURCHARGE	2014 4665 7229 7380 8810 0930 9812 9898 9862 9740 0000 5732	3,200,000. 1,345,000. 1,500,000. 1,000,000. 825,000.	6.03 12.83 10.42 5.69 .26 2.0% 1.1% 1.10 .5741 .01 3.0% 1.0%	192,960. 172,564. 156,300. 56,900. 2,145. 11,617. 6,517. 59,900378,276. 787. 19,791. 3,783.
	Total Es	timated Annual	Premium \$	311,123.

C \*SW\*11/18/13\*WC 1475560-00\*067687658 \*D/B\* ORIG IMAGE COPY
0115450 GREAT AMERICAN ALLIANCE INS CO
WC 00 03 13
(Ed. 04/84)

(24. 04/04)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured GRISHAM FARM PRODUCTS, INC.				Policy No WC 1-47	-55-60 - 00
Company GREAT AMERICAN	ALLIANCE	Effective Date 11/01/2013	Premiur \$	m	Endt. No.
Authorized Representative	REGIONS INSURANCE FAYETTEVILLE	INC AR 72703			

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Countersigned by
------------------

WC 00 04 22A (Ed. 09/08)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured GRISHA	•	<b>Policy No.</b> WC 1-47-55-60 - 00		
Company GREAT AMERICAN	N ALLIANCE	Effective Date	Premium \$	Endt. No.
Authorized Representative	REGIONS INSURA FAYETTEVILLE	NCE INC AR 72703		

## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

#### **Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- **b.** The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

#### Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

#### Policyholder Disclosure Notice

- 1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000.
- 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State Rate Premium

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GREAT AMERICAN ALLIANCE INS CO

GREATAMERICAN. INSURANCE GROUP

Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

WC 99 06 03 (Ed. 04/84)

Insured GRISHAM FARM PRODUCTS	P o WC	licy No. 1-47-55-60 - 00	
Company GREAT AMERICAN ALLIANCE	Effective Date 11 / 01 / 13	Premium \$	Endorsement No.
Authorized REGIONS INSURAN Representative FAYETTEVILLE			
Complete the above if t policy when issued.	his endorsement is	not attache	d to the

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#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NAMED INSURED ENDORSEMENT ------

GRISHAM FARM PRODUCTS, INC. 3G PROCESSING, INC.

GRISHAM FARM TRANSPORTATION

FEIN: 43-1748185

FEIN: 27-2779185

FEIN: 26-3520559

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. WC 99 06 03 (Est 6915-84-033395-JTM (Boulment 1-91 1Filed 08/05/15 Page 22 of 53

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GREAT AMERICAN ALLIANCE INS CO

WC 99 06 03 (Ed. 04/84)

GREATAMERICAN, **INSURANCE GROUP** 

Administrative Offices 301 F 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

Insured GRISHAM FARM PRODUCTS		Policy No. C 1-47-55-60 - 00	
Company GREAT AMERICAN ALLIANCE	Effective Date 11 / 01 / 13	Premium \$	Endorsement No.
Authorized REGIONS INSURA Representative FAYETTEVILLE			<u> </u>
Complete the above if policy when issued.	this endorsement is	not attach	ed to the

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

SCHEDULE OF LOCATIONS

7364 NEWKIRK ROAD MOUNTAIN GROVE, MO 65711

VARIOUS, ARKANSAS

VARIOUS, ILLINOIS

ORIG IMAGE COPY

0115450

GREAT AMERICAN ALLIANCE INS CO

GREATAMERICAN. **INSURANCE GROUP** 

Administrative Offices 301 E 4th Street Cincinnati 0H 45202-4201 513 369 5000 ph

WC 99 06 24A (Ed. 04/97)

#### CANCELATION NOTICE ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured GRISHAM FARM PRODUCTS,	Policy WC 1-	<b>No</b> . 47-55-60 - 00	
Company GREAT AMERICAN ALLIANCE	Effective Date 11/01/2013	Premium \$	Endt. No.
Authorized REGIONS INSURANG Representative FAYETTEVILLE	CE INC AR 72703		

Item D.2. Cancelation in Part Six - Conditions of the policy is replaced with the following:

2. We may cancel this policy. We must mail or deliver to you not less than 60 days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. However, if cancelation is the result of nonpayment of premium, we must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect.

0115450

GREAT AMERICAN ALLIANCE INS CO



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

WC 99 06 74 (Ed. 04/08)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured GRISH	<b>Policy</b> WC	<b>No.</b> 1-47-55-60 - 00		
Company GREAT AMERICA	N ALLIANCE	<b>Effective Date</b> 11/01/2013	Premium \$	Endt. No.
Authorized Representative	REGIONS INSURA FAYETTEVILLE	ANCE INC AR 72703		

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY LARGE DEDUCTIBLE PROGRAM ENDORSEMENT

#### **SCHEDULE**

Per Accident Deductible Amount: \$ 250,000 (Dollar Amount) ("Included" or "Allocated Loss Adjustment Expense" is: INCLUDED "Excluded") Term of Plan: 11/01/2013 To 11/01/2014 (mm/dd/yyyy to mm/dd/yyyy) \$365,000 (Dollar Amount or Estimated Aggregate Limit: "Not Applicable") (Dollar Amount or Estimated Plan Period Payroll: \$7,192,905 "Not Applicable") EXCLUDES PAYROLL FOR CLASS CODE 8810 (CLERICAL) (Rate or "Not Applicable") Aggregate Limit Rate: 5.075 \$ 365,000 (Dollar Amount or Minimum Aggregate Limit: "Not Applicable")

#### APPLICATION OF THE DEDUCTIBLE

- 1. This endorsement applies to the workers compensation insurance coverage, the employers liability insurance coverage and the other states insurance coverage provided in this policy.
- This endorsement applies between you and us. It does not affect the rights of others under the policy, nor does it change our obligations under the policy, except as otherwise stated in this endorsement.
- 3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule for all payments legally required. The deductible amount can include "Allocated Loss Adjustment Expense" when you elect to include such expense, which arise out of any claim or suit we defend.
- 4. We will remain responsible for the full payment of all claims under this policy, without regard to your ability or intention to reimburse us for the deductible amounts. The contract of insurance shall be fully enforceable by your employees or their dependents against us.

WC 99 06 74 (Ed. 04/08) PRO (Page 1 of 3) Case 6:15-cv-03355-JTM Document 1-1 Filed 08/05/15 Page 25 of 53

#### **DEDUCTIBLE - PER ACCIDENT**

5. The per accident deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined, and "Allocated Loss Adjustment Expense" if elected by you, for bodily injury to one or more employees as the result of any one accident or for bodily injury to any one employee as the result of disease.

#### **DEDUCTIBLE - AGGREGATE LIMIT**

6. The aggregate limit is the most you must reimburse us for the sum of all indemnity and medical benefits, damages, and "Allocated Loss Adjustment Expense" if elected by you, because of bodily injury by accident or bodily injury by disease for the plan period stated in the Schedule.

The aggregate limit is based on your actual payroll. The estimated aggregate limit stated in the Schedule is an estimate of the aggregate limit based on your estimated payroll stated in the Schedule.

The aggregate limit rate stated in the Schedule is computed as the estimated aggregate limit divided by your estimated payroll times 100. The aggregate limit will be determined after the plan period ends by multiplying the aggregate limit rate by \$100 of actual, not estimated, payroll.

The aggregate limit will not be reduced if:

- a. we issue this endorsement for a term of less than one year; or
- b. you or we cancel this endorsement or policy for any reason before the end of the plan period stated in the Schedule.

The total amount to be reimbursed by you is subject to the Minimum Aggregate Deductible Limit shown in the schedule.

#### EFFECT OF DEDUCTIBLE ON LIMITS OF LIABILITY

7. The applicable limits of employers liability insurance will be reduced by the per accident deductible amount. Payment of "Allocated Loss Adjustment Expense" by you, if you so elect, will not reduce the Limits of Liability.

#### RECOVERY FROM OTHERS

- 8. If we recover any payments made under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
  - a. first to any payments made by us in excess of the deductible amount; and
  - b. then the remainder, if any, will be applied to reduce any deductible amounts reimbursed by you.

#### **DEFINITIONS**

- 9. "Allocated Loss Adjustment Expense" means claims expense directly allocated by us to a particular claim, proceeding or suit. Such expense includes, but is not limited to, attorney fees, court costs and expenses for expert testimony for a claim, proceeding or suit. "Allocated Loss Adjustment Expense" does not include items designated herein as "Unallocated Loss Adjustment Expense." You may elect that "Allocated Loss Adjustment Expense" be included or excluded from the deductible amount.
- 10. "Unallocated Loss Adjustment Expense" means claims expense not directly allocated by us to a particular claim, proceeding or suit. Such expense includes, but is not limited to, the costs of our salaries and traveling expenses of employees, overhead, fees paid to independent adjusters and all necessary computer reports.

#### **CANCELATION**

11. We will cancel in accordance with the state cancelation law. We will remain fully responsible for the entire amount of all claims incurred prior to the effective date of cancelation.

#### SOLE REPRESENTATION

12. The first Insured named in Item 1. of the Information Page will act on behalf of all Insureds to reimburse us for any amounts required by this endorsement. Each Insured under the policy is individually and severally liable for any amounts required by this endorsement.

#### YOUR DUTIES AND UNDERSTANDING

13. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us for adjustment and payment, regardless of their severity or cost. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

We will bill you for any deductible amounts due. You will reimburse us the amount billed within thirty days of our billing.

#### OTHER RIGHTS AND DUTIES

- 14. All other terms of this policy apply without regard to the application of this deductible endorsement. This includes, but is not limited to:
  - a. our right and duty to defend any claim, proceeding or suit against you; and
  - b. your duties if injury occurs.
- 15. Any state premium assessments pursuant to statute are not part of this deductible plan, but are included in the cost of the coverage provided by the policy to which this endorsement is attached.

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GREAT AMERICAN ALLIANCE INS CO



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

WC 99 06 90A (Ed. 03/97)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured GRISHAM	<b>Policy No.</b> WC 1-47-55-60 - 00			
Company GREAT AMERICAN	ALLIANCE	Effective Date 11/01/2013	Premium \$	Endt. No.
Authorized Representative	REGIONS INSURANCE FAYETTEVILLE	E INC AR 72703		

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY LARGE DEDUCTIBLE PROGRAM ENDORSEMENT

#### **SCHEDULE**

Per Accident Deductible Amount:

\$ 250,000

(Dollar Amount)

"Allocated Loss Adjustment Expense" is:

INCLUDED

("Included" or "Excluded")

Term of Plan: 11/01/2013 To 11/01/2014 (mm/dd/yyyy to mm/dd/yyyy)

Estimated Aggregate Limit:

\$ 365,000

(Dollar Amount or "Not Applicable")

Estimated Plan Period Payroll:

\$7,192,905

(Dollar Amount or "Not Applicable")

EXCLUDES PAYROLL FOR CLASS CODE 8810 (CLERICAL)

Aggregate Limit Rate: 5.075

(Rate or "Not Applicable")

#### APPLICATION OF THE DEDUCTIBLE

- 1. This endorsement applies to the workers compensation insurance coverage, the employers liability insurance coverage and the other states insurance coverage provided in this policy.
- 2. This endorsement applies between you and us. It does not affect the rights of others under the policy, nor does it change our obligations under the policy, except as otherwise stated in this endorsement.
- 3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule for all payments legally required. The deductible amount can include "Allocated Loss Adjustment Expense" when you elect to include such expense, which arise out of any claim or suit we defend.
- 4. We will remain responsible for the full payment of all claims under this policy, without regard to your ability or intention to reimburse us for the deductible amounts. The contract of insurance shall be fully enforceable by your employees or their dependents against us.

#### **DEDUCTIBLE - PER ACCIDENT**

5. The per accident deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined, and "Allocated Loss Adjustment Expense" if elected by you, for bodily injury to one or more employees as the result of any one accident or for bodily injury to any one employee as the result of disease.

#### **DEDUCTIBLE - AGGREGATE LIMIT**

6. The aggregate limit is the most you must reimburse us for the sum of all indemnity and medical benefits, damages, and "Allocated Loss Adjustment Expense" if elected by you, because of bodily injury by accident or bodily injury by disease for the plan period stated in the Schedule.

The aggregate limit is based on your actual payroll. The estimated aggregate limit stated in the Schedule is an estimate of the aggregate limit based on your estimated payroll stated in the Schedule.

The aggregate limit rate stated in the Schedule is computed as the estimated aggregate limit divided by your estimated payroll times 100. The aggregate limit will be determined after the plan period ends by multiplying the aggregate limit rate by \$100 of actual, not estimated, payroll.

The aggregate limit will not be reduced if:

- a. we issue this endorsement for a term of less than one year; or
- b. you or we cancel this endorsement or policy for any reason before the end of the plan period stated in the Schedule.

#### EFFECT OF DEDUCTIBLE ON LIMITS OF LIABILITY

7. The applicable limits of employers liability insurance will be reduced by the per accident deductible amount. Payment of "Allocated Loss Adjustment Expense" by you, if you so elect, will not reduce the Limits of Liability.

#### RECOVERY FROM OTHERS

- 8. If we recover any payments made under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
  - a. first to any payments made by us in excess of the deductible amount; and
  - b. then the remainder, if any, will be applied to reduce any deductible amounts reimbursed by you.

#### **DEFINITIONS**

- 9. "Allocated Loss Adjustment Expense" means claims expense directly allocated by us to a particular claim, proceeding or suit. Such expense includes, but is not limited to, attorney fees, court costs and expenses for expert testimony for a claim, proceeding or suit. "Allocated Loss Adjustment Expense" does not include items designated herein as "Unallocated Loss Adjustment Expense." You may elect that "Allocated Loss Adjustment Expense" be included or excluded from the deductible amount.
- 10. "Unallocated Loss Adjustment Expense" means claims expense not directly allocated by us to a particular claim, proceeding or suit. Such expense includes, but is not limited to, the costs of our salaries and traveling expenses of employees, overhead, fees paid to independent adjusters and all necessary computer reports.

#### CANCELATION

11. We will cancel for nonpayment in accordance with the state cancelation law. We will remain fully responsible for the entire amount of all claims incurred prior to the effective date of cancelation.

#### SOLE REPRESENTATION

12. The first Insured named in Item 1. of the Information Page will act on behalf of all Insureds to reimburse us for any amounts required by this endorsement. Each Insured under the policy is individually and severally liable for any amounts required by this endorsement.

#### YOUR DUTIES AND UNDERSTANDING

13. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us for adjustment and payment, regardless of their severity or cost. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

We will bill you for any deductible amounts due. You will reimburse us the amount billed within thirty days of our billing.

#### OTHER RIGHTS AND DUTIES

- 14. All other terms of this policy apply without regard to the application of this deductible endorsement. This includes, but is not limited to:
  - a. our right and duty to defend any claim, proceeding or suit against you; and
  - b. your duties if injury occurs.
- 15. Any state premium assessments pursuant to statute are not part of this deductible plan, but are included in the cost of the coverage provided by the policy to which this endorsement is attached.

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GREAT AMERICAN ALLIANCE INS CO



Administrative Offices 301 E 4th Street Cincinnati OH 45202-4201 513 369 5000 ph

WC 99 06 95 (Ed. 04/00)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured GRISH		<b>Policy No.</b> WC 1-47-55-60 - 00		
Company GREAT AMERICA	N ALLIANCE	Effective Date 11/01/13	Premium \$	Endt. No.
Authorized Representative	REGIONS INSURA FAYETTEVILLE	ANCE INC AR 72703		

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY LARGE DEDUCTIBLE PROGRAM - MINIMUM AGGREGATE ENDORSEMENT

The LARGE DEDUCTIBLE PROGRAM ENDORSEMENT attached to your policy is revised as follows:

Item 6. - DEDUCTIBLE AGGREGATE LIMIT is amended by adding the following:

The total amount to be reimbursed by you is subject to the Minimum Aggregate Deductible Limit listed below:

MINIMUM AGGREGATE LIMIT

\$365,000

(Dollar Amount)

WC 00 03 08 (Ed. 04/84)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured GRISHAM FARM PRODUCTS, INC.						cy No. 1-47-55-60 - 00
Company GREAT AMERICAN	ALLIANCE	Effectiv 11 / 01		Premium \$		Endorsement No.
Authorized Representative	REGIONS INSURAN	ICE INC AR	72703			

#### PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Partners Officers Others

LEXIE GRISHAM RICH GRISHAM ANNABELLE GRISHAM MIKE HENDERSHOT CINDY MCGRAW

Countersigned	b y			
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WC 00 04 14 (Ed. 07/90)

#### NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible Insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

INSURED			PC	DLICY NUMBER	EFFECTIVE DATE
COMPANY		PREMIUM	ENDT.NO		REPRESENTATIVE
	Complete the above if this end	orsement is not at	tached to	the policy when	issued.

WC 00 04 19 (Ed. 01/01)

#### PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

## PART FIVE PREMIUM

#### D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

INSURED			<u>.</u>						POLI	CY NUMBER	EFFECTIVE DATE	
COMPANY					PREMI			NDT.		}	REPRESENTATIVE	
	Complete th	<u>e above</u>	if this	endors	<u>ement i</u>	s not	attacl	hed	to th	e policy when	issued.	

WC 03 06 01A (Ed. 04/92)

#### ARKANSAS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Arkansas is shown in Item 3.A. of the Information Page.

#### Part Two - Employers Liability Insurance

#### C. Exclusions

#### 2. Is replaced by:

punitive or exemplary damages because of bodily injury to an employee employed in violation of law; punitive or exemplary damages are defined by Arkansas Bulletin No. 4-82 as those damages which are imposed to punish a wrongdoer and to deter others from similar conduct;

#### Part Six - Conditions

#### D. Cancelation is replaced by:

- 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
- 2. We may cancel this policy. If we cancel because you fail to pay all premium when due, we will mail or deliver to you and to the Arkansas Workers' Compensation Commission not less than 10 days advance written notice stating when the cancelation is to take effect. If we cancel for any other reason, we will mail or deliver to you and to the Arkansas Workers' Compensation Commission not less than 30 days advance written notice stating when the cancelation is to take effect. Mailing notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3. The policy period will end on the day and hour stated in the cancelation notice.

INSURED								POLI	CY NUMBER	EFFECTIVE DATE
COMPANY				PREMIUM				AUTHORIZED REPRESENTATIVE		
Complete the above if this endorsement is not attached to the policy when issued.										

WC 12 03 06A (Ed. 07/11)

## ILLINOIS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXCLUSION ENDORSEMENT

C. Change Part Two-C. Exclusions 1. as follows:

This insurance does not cover

1. liability assumed under a contract, and/or any agreement to waive your right to limit your liability for contribution to the amount of benefits payable under the Workers Compensation Act and the Workers Occupational Disease Act. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner:

INSURED		POLI	CY NUMBER	EFFECTIVE DATE
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Complete the above if this endors	ement is not attac	hed to th	e policy when	issued

WC 24 04 06C (Ed. 08/05)

#### MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page.

As a Missouri employer, you have the right, as provided by Section 287.957 of the Revised Statutes of Missouri, to have medical-only claims that do not exceed \$1,000 excluded from your experience modification calculation. This will only be allowed when you pay all of the employee's medical costs, there is no lost time from the employment, other than the first three days or less of disability and no claim is filed. You still must report all injuries, regardless of the dollar amount, to the Division of Workers' Compensation and to us.

However, it should be noted that if, at any time, the medical expenses that are paid "out-of-pocket" due to a particular injury should ever exceed \$500 in the aggregate, and/or the employee misses work due to the injury, then this injury must be reported to us as a claim. We will pay the full amount of the claim, which includes any reimbursements due to you for past medical expenses incurred by you for this particular claim. As a result, the total amount of losses incurred by us due to this claim will be included in your experience modification calculation.

INSURED									F	POLI	CY NUMBER	EFFECTIVE DATE	
COMPANY						PREMI			NDT.N		•	REPRESENTATIVE	
	Complete	the	above	if thi	s endors	ement i	s not	attacl	ned to	o th	e policy when	issued.	

WC 24 06 01B (Ed. 01/96)

#### MISSOUR! CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A of the Information Page.

The **CANCELATION** Condition of the policy is replaced by the following:

#### Cancelation

- You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancelation is to take effect.
- 2. We may cancel this policy. We will mail or deliver to you not less than 60 days advance written notice stating when this cancelation is to take effect and our reason for cancelation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3. The 60 day notice requirement does not apply where cancelation is based on one or more of the following reasons:
  - a. nonpayment of premium;
  - b. fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy;
  - c. a violation of policy terms;
  - changes in conditions after the effective date of the policy materially increasing the hazards originally insured;

- e. our solvency;
- f. our involuntary loss of reinsurance for the policy.
- 4. The policy period will end on the day and hour stated in the cancelation notice.

#### Nonrenewal

- 1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice stating when the nonrenewal will take effect and our reason for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice.
- 2. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
  - a. we show you our willingness to renew the policy but you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
  - b. you fail to pay all premiums when due;
  - c. you obtain other insurance as a replacement of the policy.

INSURED				POL	ICY NUMBER	EFFECTIVE DATE
COMPANY			PREMIUM	ENDT.NO.	AUTHORIZED I	L REPRESENTATIVE
	Complete the above	if this endors	ement is not a	ttached to th	ne policy when	issued.

WC 24 06 02B (Ed. 06/06)

#### MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page.

Missouri Property and Casualty Insurance Guaranty Association Coverage Limits:

- 1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (Association), the Association will pay claims covered under the Act if we become insolvent.
- 2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitation applies subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

- b. However, the association will not:
  - (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
  - (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

INSURED							POLI	CY NUMBER	EFFECTIVE DATE
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WC 24 06 04 (Ed. 07/99)

# MISSOURI AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Missouri is shown in Item 3.A. of the Information Page.

Section G., Audit, of Part Five (Premium) of the policy is replaced by the following:

#### G. Audit

You will let us examine and audit all your records that relate to this policy during regular business hours during and after the policy period ends. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing ad retrieving data. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

Audits shall be completed, billed, and premiums returned within 120 days of policy expiration or cancellation. This standard of 120 days shall not be applicable if:

- 1. a delay is caused by your failure to respond to reasonable audit requests provided that the requests are timely and adequately documented; or
- 2. a delay is by the mutual agreement of you and us provided that the agreement is adequately documented.

If you or we have any objection to the results of any audit, you or we shall have up to three years from the date of expiration or cancellation of this policy in which to send a written notice demanding a reconsideration of the audit. The written notice shall be based upon sufficiently clear and specific facts as to why the audit should be reconsidered.

INSURED				POLI	CY NUMBER	EFFECTIVE DATE
COMPANY		PREMIUM	ENDT		i	REPRESENTATIVE
	Complete the above if this endor	sement is not att	ached	to th	e policy when i	ssued.

WC 00 00 00B (Ed. 07/11)

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

#### **GENERAL SECTION**

#### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

#### B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

# C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

# D. State

State means any state of the United States of America, and the District of Columbia.

# E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

# PART ONE WORKERS COMPENSATION INSURANCE

#### A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. Bodily injury by accident must occur during the policy period.
- 2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

# B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

#### C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

#### D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

- 1. reasonable expenses incurred at our request, but not loss of earnings;
- 2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
- 3. litigation costs taxed against you;
- interest on a judgment as required by law until we offer the amount due under this insurance;
- 5. expenses we incur.

#### E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

#### F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;

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- 2. you knowingly employ an employee in violation of law;
- 3. you fail to comply with a health or safety law or regulation; or
- 4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

# G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

#### H. Statutory Provisions

These statements apply where they are required by law.

- 1. As between an injured worker and us, we have notice of the injury when you have notice.
- 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
- 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
- 4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
- 5. This insurance conforms to the parts of the workers compensation law that apply to:
  - a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

# PART TWO EMPLOYERS LIABILITY INSURANCE

#### A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

- 2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
- 3. Bodily injury by accident must occur during the policy period.
- 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
- 5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

# B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

- 1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
- 2. For care and loss of services; and
- 3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
- 4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### C. Exclusions

This insurance does not cover:

- 1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- 2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law:
- 3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- 4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- 5. Bodily injury intentionally caused or aggravated by you;
- 6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

- 7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356a.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801-945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- 9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10. Bodily injury to a master or member of the crew of any vessel;
- 11. Fines or penalties imposed for violation of federal or state law; and
- 12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

#### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

#### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

- Reasonable expenses incurred at our request, but not loss of earnings;
- 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- 3. Litigation costs taxed against you;
- Interest on a judgment as required by law until we offer the amount due under this insurance; and

5. Expenses we incur.

#### F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

# G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the
most we will pay for all damages covered by this insurance because of bodily injury to one or
more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

# I. Actions Against Us

There will be no right of action against us under this insurance unless:

- 1. You have complied with all the terms of this policy; and
- 2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

# PART THREE OTHER STATES INSURANCE

# A. How This Insurance Applies

- 1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- 2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
- 3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
- 4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

#### **B.** Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

### PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

- 1. Provide for immediate medical and other services required by the workers compensation law.
- 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
- 3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
- 4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
- 5. Do nothing after an injury occurs that would interfere with our right to recover from others.
- Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

#### PART FIVE-PREMIUM

#### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

# **B.** Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you

would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

#### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

- 1. all your officers and employees engaged in work covered by this policy; and
- 2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

#### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

#### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- 1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- 2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

#### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

#### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed

by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

#### PART SIX-CONDITIONS

#### A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

#### B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

# C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

#### D. Cancelation

- 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
- 2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3. The policy period will end on the day and hour stated in the cancelation notice.
- 4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

# E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

INSURED					POLI	CY NUMBER	EFFECTIVE DATE
COMPANY			PREMIUM	ENDT	.NO.	AUTHORIZED R	I REPRESENTATIVE
	Complete the above	ve if this endors	ement is not att	ached	to th	e policy when i	ssued.

WC 00 04 21C (Ed. 09/08)

# CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- \* Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- \* Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- \* Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- \* Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

**Schedule** 

State

Rate

**Premium** 

INSURED					POLI	CY NUMBER	EFFECTIVE DATE
COMPANY			PREMIUM	ENDT			REPRESENTATIVE
	Complete the above it	f this endorse	ement is not at	tached	to th	e policy when i	ssued.

WC 12 06 01D (Ed. 07/11)

#### ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

Part Six (Conditions), Condition A. Inspection, Condition D. Cancellation, and Condition E. Sole Representative of the policy are replaced by these four Conditions.

# Inspection

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes, or standards. The National Council on Compensation Insurance has the same rights we have under this provision.

#### Cancellation

- 1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
- 2. We may cancel this policy. We will mail to each named insured and to the broker or the agent of record advance written notice stating when the cancellation is to take effect.
- 3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
  - At least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
  - **b.** At least 60 days before the cancellation is to take effect if the policy has been in force for more than 60 days.
- 4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
  - a. Nonpayment of premium.
  - b. The policy was issued because of a material misrepresentation.

- c. You violated any of the material terms and conditions of the policy.
- d. There are unfavorable underwriting factors, specific to you, that were not present when the policy took effect.
- e. The Director has determined that we no longer have adequate reinsurance to meet our needs.
- f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
- 5. Our notice of cancellation will state our reasons for canceling.
- 6. The policy period will end on the day and hour stated in the cancellation notice.

#### **Nonrenewal**

- 1. We may elect not to renew the policy. If we fail to give 60-days notice, the policy will automatically be extended for one year. The nonrenewal notice will be sent to your last known mailing address. We will maintain proof of mailing of the notice to not renew the policy. An exact and unaltered copy of such notice will also be sent to the insured's broker, if known, or the agent of record at the last mailing address known by the company.
- 2. Our notice of nonrenewal will state our reasons for not renewing.
- 3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
  - a. You notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
  - b. You fail to pay all premiums when due; or
  - c. You obtain other insurance as a replacement of the policy.

#### Sole Representative

The Insured first named in Item 1 of the Information Page will act on behalf of all Insureds to change this policy, receive return premium, or give us notice of cancellation.

Part Five (Premium), Section G. Audit is replaced by this Section.

# **Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy ends. Information developed by audit will be used to determine final premium. The National Council on Compensation Insurance has the same rights we have under this provision.